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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

17 UNISOURCE SOLUTIONS, INC.,) Case No. CV06-06607 JF
18 Plaintiff,)
19) [PROPOSED] STIPULATED
20 vs.) PROTECTIVE ORDER
21 UNISOURCE RELOCATION, INC.,)
22 Defendant.)
23 UNISOURCE RELOCATION, INC.,)
24 Counterclaimant,)
25 vs.)
26 UNISOURCE SOLUTIONS, INC.,)
27 Counterdefendant.)

1 Pursuant to Federal Rule of Civil Procedure 26 and this Court's Local Rules, in order to
 2 protect the confidentiality of, and the rights to, information and documents developed and
 3 disclosed in connection with this litigation, and to facilitate discovery by and among the parties
 4 to this action and from third parties, the parties to this Stipulation (the "Parties") hereby stipulate
 5 and request the Court to order that the following Order for the Protection of Confidential and
 6 Proprietary Information and Material ("Order") be issued in this action:

7 1. **PURPOSES AND LIMITATIONS**

8 Disclosure and discovery activity in this action are likely to involve production of
 9 confidential, proprietary, or private information for which special protection from public
 10 disclosure and from use for any purpose other than prosecuting this litigation would be
 11 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the
 12 following Stipulated Protective Order. The parties acknowledge that this Order does not confer
 13 blanket protections on all disclosures or responses to discovery and that the protection it affords
 14 extends only to the limited information or items that are entitled under the applicable legal
 15 principles to treatment as confidential. The parties further acknowledge, as set forth in Section
 16 10 below, that this Stipulated Protective Order creates no entitlement to file confidential
 17 information under seal. Civil Local Rule 79-5 sets forth the procedures that must be followed
 18 and reflects the standards that will be applied when a Party seeks permission from the Court to
 19 file material under seal.

20 2. **DEFINITIONS**

21 2.1 **Party**: any party to this action, including all of its officers, directors,
 22 employees, consultants, retained experts, and outside counsel (and their support staff).

23 2.2 **Disclosure or Discovery Material**: all items or information, regardless of
 24 the medium or manner generated, stored, or maintained (including, among other things,
 25 testimony, transcripts, or tangible things) that are produced or generated in disclosures or
 26 responses to discovery in this matter.

27 2.3 **"Confidential" Information or Items**: information (regardless of how
 28 generated, stored or maintained) or tangible things that qualify for protection under standards

1 developed under F.R.Civ.P. 26(c). "Confidential" material shall be interpreted to encompass any
2 confidential, proprietary or otherwise sensitive information as to which the Designating Party
3 customarily takes steps to limit or prevent its disclosure or misuse, including trade secrets as
4 defined under California Civil Code § 3426.1(d) and applicable case law; other confidential and
5 proprietary technical, research, or development information; commercial, financial, budgeting
6 and/or accounting information; information about existing and potential customers, marketing
7 and branding studies, performance and projections, business strategies, decisions and/or
8 negotiations, and/or pricing; and confidential and proprietary information about affiliates,
9 parents, subsidiaries, and third parties with whom the parties to this action have had business
10 relationships. A party or third party may designate as "CONFIDENTIAL" any non-public
11 material that it supplies, discloses, produces, files or uses in connection with this proceeding and
12 that it does not wish to be disclosed to the public.

13 2.4 "Highly Confidential – Attorneys' Eyes Only" Information or Items:
14 extremely sensitive "Confidential" material whose disclosure to another Party or non-party
15 would create extreme substantial risk of serious injury that could not be avoided by less
16 restrictive means. A party or third party may designate as "HIGHLY CONFIDENTIAL –
17 ATTORNEYS' EYES ONLY" any non-public material that it supplies, discloses, produces or
18 uses in connection with this proceeding when it has a good-faith belief that the disclosure of such
19 material to the adverse party may have a material adverse effect on the Designating Party.

20 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material
21 from a Producing Party.

22 2.6 Producing Party: a Party or non-party that produces Disclosure or
23 Discovery Material in this action.

24 2.7 Designating Party: a Party or non-party that designates information or
25 items that it produces in disclosures or in responses to discovery as "Confidential" or "Highly
26 Confidential – Attorneys' Eyes Only."

27 2.8 Protected Material: any Disclosure or Discovery Material that is
28 designated as "Confidential" or as "Highly Confidential – Attorneys' Eyes Only."

1 2.9 Outside Counsel: attorneys who are not employees of a Party but who are
2 retained to represent or advise a Party in this action.

3 2.10 House Counsel: attorneys who are employees of a Party.

4 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well
5 as their support staffs).

6 2.12 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
8 witness or as a consultant in this action and who is not a past or current employee of a Party or of
9 a competitor of a Party and who, at the time of retention, is not anticipated to become an
10 employee of a Party or a competitor of a Party. This definition includes a professional jury or
11 trial consultant retained in connection with this litigation.

12 2.13 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
14 organizing, storing, retrieving data in any form or medium; etc.) and their employees and
15 subcontractors.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only Protected Material
18 (as defined above), but also any information copied or extracted therefrom, as well as all copies,
19 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by
20 parties or counsel to or in court or in other settings that might reveal Protected Material.

21 4. DURATION

22 Even after the termination of this litigation, the confidentiality obligations imposed by
23 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
24 order otherwise directs.

25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.

27 Each Party or non-party that designates information or items for protection under this Order must
28 take care to limit any such designation to specific material that qualifies under the appropriate

1 standards. A Designating Party must take care to designate for protection only those parts of
 2 material, documents, items, or oral or written communications that qualify – so that other
 3 portions of the material, documents, items, or communications for which protection is not
 4 warranted are not swept unjustifiably within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that
 6 are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to
 7 unnecessarily encumber or retard the case development process, or to impose unnecessary
 8 expenses and burdens on other parties), expose the Designating Party to sanctions.

9 If it comes to a Party's or a non-party's attention that information or items that it
 10 designated for protection do not qualify for protection at all, or do not qualify for the level of
 11 protection initially asserted, that Party or non-party must promptly notify all other parties that it
 12 is withdrawing the mistaken designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 14 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
 15 material that qualifies for protection under this Order must be clearly so designated before the
 16 material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (apart from transcripts of
 19 depositions or other pretrial or trial proceedings) that the Producing Party affix the legend
 20 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" at the top
 21 of each page that contains protected material. If only a portion or portions of the material on a
 22 page qualifies for protection, the Producing Party also must clearly identify the protected
 23 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
 24 portion, the level of protection being asserted (either "CONFIDENTIAL" or "HIGHLY
 25 CONFIDENTIAL – ATTORNEYS' EYES ONLY").

26 A Party or non-party that makes original documents or materials available for
 27 inspection need not designate them for protection until after the inspecting Party has indicated
 28 which material it would like copied and produced. During the inspection and before the

1 designation, all of the material made available for inspection shall be deemed "HIGHLY
2 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified
3 the documents it wants copied and produced, the Producing Party must determine which
4 documents, or portions thereof, qualify for protection under this Order, then, before producing
5 the specified documents, the Producing Party must affix the appropriate legend
6 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY") upon
7 each page that contains Protected Material. If only a portion or portions of the material on a
8 page qualifies for protection, the Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
10 portion, the level of protection being asserted (either "CONFIDENTIAL" or "HIGHLY
11 CONFIDENTIAL – ATTORNEYS' EYES ONLY").

12 (b) for testimony given in deposition or in other pretrial or trial
13 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the
14 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,
15 and further specify any portions of the testimony that qualify as "HIGHLY CONFIDENTIAL –
16 ATTORNEYS' EYES ONLY." When it is impractical to identify separately each portion of
17 testimony that is entitled to protection, and when it appears that substantial portions of the
18 testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the
19 testimony may invoke on the record (before the deposition or proceeding is concluded) a right to
20 have up to 20 days to identify the specific portions of the testimony as to which protection is
21 sought and to specify the level of protection being asserted ("CONFIDENTIAL" or "HIGHLY
22 CONFIDENTIAL – ATTORNEYS' EYES ONLY"). Only those portions of the testimony that
23 are appropriately designated for protection within the 20 days shall be covered by the provisions
24 of this Stipulated Protective Order.

25 Transcript pages containing Protected Material must be separately bound by the
26 court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" or
27 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as instructed by the Party or
28 non-party offering or sponsoring the witness or presenting the testimony.

1 (c) for information produced in some form other than documentary, and
2 for any other tangible items, that the Producing Party affix in a prominent place on the exterior of
3 the container or containers in which the information or item is stored the legend
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only
5 portions of the information or items warrant protection, the Producing Party, to the extent
6 practicable, shall identify the protected portions, specifying whether they qualify as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

8 (d) for information obtained from a Third Party: If a Party serves a Third
9 Party with a subpoena or a public records act request, it shall also serve a copy of this Order
10 along with said subpoena/public records act request. Said Third Party may designate any item or
11 document as "CONFIDENTIAL" and/or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
12 ONLY" pursuant to the terms of this Order. Additionally, any items or documents received from
13 that Third Party shall be treated as having been designated "HIGHLY CONFIDENTIAL –
14 ATTORNEYS EYES ONLY" for a period of thirty days, during which time each party shall
15 have an opportunity to review said items and/or documents and designate same as
16 "CONFIDENTIAL" and/or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY". If
17 the parties dispute the designation of any document or item, the designation affording the highest
18 level of protection shall remain in place until resolution of the issue, whether by agreement of the
19 Parties or by court Order.

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
21 failure to designate qualified information or items as “CONFIDENTIAL” or “HIGHLY
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” does not, standing alone, waive the
23 Designating Party’s right to secure protection under this Order for such material. If material is
24 appropriately designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY” after the material was initially produced, the Receiving Party, on
26 timely notification of the designation, must make reasonable efforts to assure that the material is
27 treated in accordance with the provisions of this Order.

28 || 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's
 2 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
 3 economic burdens, or a later significant disruption or delay of the litigation, a Party does not
 4 waive its right to challenge a confidentiality designation by electing not to mount a challenge
 5 promptly after the original designation is disclosed.

6 6.2 Meet and Confer. A Party that elects to initiate a challenge to a
 7 Designating Party's confidentiality designation must do so in good faith and must begin the
 8 process by conferring directly (including by voice dialogue) with counsel for the Designating
 9 Party. In conferring, the challenging Party must explain the basis for its belief that the
 10 confidentiality designation was not proper and must give the Designating Party an opportunity to
 11 review the designated material, to reconsider the circumstances and, if no change in designation
 12 is offered, to explain the basis for the chosen designation. A challenging Party may proceed to
 13 the next stage of the challenge process only if it has engaged in this meet and confer process
 14 first.

15 6.3 Judicial Intervention. A Party that elects to press a challenge to a
 16 confidentiality designation after considering the justification offered by the Designating Party
 17 may file and serve a motion that identifies the challenged material and sets forth in detail the
 18 basis for the challenge. Each such motion must be accompanied by a competent declaration that
 19 affirms that the movant has complied with the meet and confer requirements imposed in the
 20 preceding paragraph and that sets forth with specificity the justification for the confidentiality
 21 designation that was given by the Designating Party in the meet and confer dialogue.

22 The burden of persuasion in any such challenge proceeding shall be on the Designating
 23 Party. Until the Court rules on the challenge, all parties shall continue to afford the material in
 24 question the level of protection to which it is entitled under the Producing Party's designation.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 27 disclosed or produced by another Party or by a non-party in connection with this case only for
 28 prosecuting, defending, or attempting to settle this litigation (Case No. C06-06607). Such

1 Protected Material may be disclosed only to the categories of persons and under the conditions
2 described in this Order. When the litigation has been terminated, a Receiving Party must comply
3 with the provisions of section 11 below (FINAL DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a location and
5 in a secure manner that ensures that access is limited to the persons authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving
8 Party may disclose any information or item designated CONFIDENTIAL only to:

9 (a) the Receiving Party’s Outside Counsel of record in this action, as well
10 as employees of said Counsel to whom it is reasonably necessary to disclose the information for
11 this litigation;

12 (b) the officers, directors, and employees (including House Counsel) of the
13 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
14 signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

15 (c) experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be
17 Bound by Protective Order” (Exhibit A);

18 (d) the Court and its personnel;

19 (e) court reporters, their staffs, and professional vendors to whom
20 disclosure is reasonably necessary for this litigation;

21 (f) during their depositions, witnesses in the action to whom disclosure is
22 reasonably necessary and who have signed the “Agreement to Be Bound by Protective Order”
23 (Exhibit A) or who have agreed to be bound by the terms of the Order on the record. Pages of
24 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
25 separately bound by the court reporter and may not be disclosed to anyone except as permitted
26 under this Stipulated Protective Order.

27 (g) the author of the document or the original source of the information.

28 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said Outside Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts (as defined in this Order) (1) to whom disclosure is reasonably necessary for this litigation, and (2) who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A) and (3) as to whom the procedures set forth in paragraph 7.4, below, have been followed;

(c) the Court and its personnel;

(d) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation; and

(e) the author of the document or the original source of the information.

7.4. PROCEDURES FOR APPROVING DISCLOSURE OF “HIGHLY
CONFIDENTIAL-ATTORNEYS’ EYES ONLY” INFORMATION OR ITEMS TO EXPERTS:

(a) Unless otherwise ordered by the court or agreed in writing by the Designating Party, a Party that seeks to disclose to an “Expert” (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL –ATTORNEYS’ EYES ONLY” first must make a written request to the Designating Party that (1) identifies the specific information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state or his or her primary residence; (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s) and recent employers, (5) identifies, to the best of the Expert’s reasonable ability, each person or entity from whom the Expert has received compensation for work in his or her area of expertise or to whom the Expert has provided professional services at any time during the preceding five years and (6) identifies (by name, number of the case, filing date and location of court) to the best of the Expert’s reasonable ability, any litigation in connection with which the Expert has

1 provided any professional services during the preceding five years.

2 (b) A Party that makes a request and provides the information specified in the
3 preceding paragraph may disclose the Protected Material to the identified Expert unless, within
4 seven (7) court days of delivering the request, the Party receives a written objection from the
5 Designating Party. Any such objection must set forth in detail the grounds upon which it is
6 based.

7 (c) A Party that receives a timely written objection must meet and confer with the
8 Designating Party (preferably by or including voice-to-voice dialogue) to try to resolve the
9 matter by agreement. If no agreement is reached, the Party seeking to make the disclosure may
10 file a motion seeking permission from the court to do so. Any such motion must describe the
11 circumstances with specificity, set forth in detail the reasons for which the disclosure to the
12 expert is reasonably necessary, assess the risk of harm that the disclosure would entail and
13 suggest any additional means that might be used to reduce the risk. In addition, any such motion
14 must be accompanied by a competent declaration in which the movant describes the parties'
15 efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer
16 discussions) and sets forth the reasons advanced by Designating Party for its refusal to approve
17 the disclosure.

18 In any such proceeding, the Party opposing the disclosure to the Expert shall bear the
19 burden of proving that the risk of harm that the disclosure would entail (under the safeguards
20 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
22 OTHER LITIGATION.

23 If a Receiving Party is served with a subpoena or an order issued in other
24 litigation that would compel disclosure of any information or items designated in this action as
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the
26 Receiving Party must so notify the Designating Party, in writing (by fax or email, if possible)
27 immediately and in no event more than three court days after receiving the subpoena or order.
28 Such notification must include a copy of the subpoena or court order.

1 The Receiving Party also must immediately inform in writing the Party who
 2 caused the subpoena or order to issue in the other litigation that some or all the material covered
 3 by the subpoena or order is the subject of this Protective Order. In addition, the Receiving Party
 4 must deliver a copy of this Stipulated Protective Order promptly to the Party in the other action
 5 that caused the subpoena or order to issue.

6 The purpose of imposing these duties is to alert the interested parties to the
 7 existence of this Protective Order and to afford the Designating Party in this case an opportunity
 8 to try to protect its confidentiality interests in the court from which the subpoena or order issued.
 9 The Designating Party shall bear the burdens and the expenses of seeking protection in that court
 10 of its confidential material – and nothing in these provisions should be construed as authorizing
 11 or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

12 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL. If a
 13 Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to
 14 any person or in any circumstance not authorized under this Stipulated Protective Order, the
 15 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
 16 disclosures, (b) use its best efforts to retrieve or destroy all copies of the Protected Material, (c)
 17 inform the person or persons to whom unauthorized disclosures were made of all the terms of
 18 this Order, and (d) request such person or persons to execute the “Acknowledgement and
 19 Agreement to Be Bound” that is attached hereto as Exhibit A.

20 10. FILING PROTECTED MATERIAL. Without written permission from the
 21 Designating Party or a court order secured after appropriate notice to all interest persons, a Party
 22 may not file in the public record in this action any Protected Material. A Party that seeks to file
 23 under seal any Protected Material must comply with Civil Local Rule 79-5.

24 11. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing by the
 25 Producing Party, within sixty days after the final termination of this action, each Receiving Party
 26 must return all Protected Material to the Producing Party. As used in this subdivision, “all
 27 Protected Material” includes all copies, abstracts, compilations, summaries or any other form of
 28 reproducing or capturing any of the Protected Material. With permission in writing from the

1 Designating Party, the Receiving Party may destroy some or all of the Protected Material instead
2 of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party
3 must submit a written certification to the Producing Party (and, if not the person or entity, to the
4 Designating Party) by the sixty day deadline that identifies (by category where appropriate) all
5 the Protected Material that was returned or destroyed and that affirms that the Receiving Party
6 has not retained any copies, abstracts, compilations, summaries or other forms of reproducing or
7 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
8 retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,
9 correspondence or attorney work product, even if such materials contain Protected Material.
10 Any such archival copies that contain or constitute Protected Material remain subject to this
11 Protective Order as set forth in Section 4 (DURATION) above.

12 12. MISCELLANEOUS.

13 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
14 person to seek its modification by the Court in the future.

15 12.2 Right to Assert Other Objections. By stipulating to the entry of this
16 Protective Order, no Party waives any right it otherwise would have to object to disclosing or
17 producing any information or item on any ground not addressed in this Stipulated Protective
18 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of
19 the material covered by this Protective Order.

20

21 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.

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1 DATED: January 31, 2007

LINER YANKELEVITZ
SUNSHINE & REGENSTREIF LLP

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By: _____ /S/

Angela Agrusa, Esq.

Joshua S Levenberg, Esq.

Attorney for Plaintiff and

Counterdefendant,

UNISOURCE SOLUTIONS, INC.

DATED: January 31, 2007

RANDICK O'DEA &
TOOLIATOS LLP

By: _____ /S/

Patrick E. Guevara, Esq.

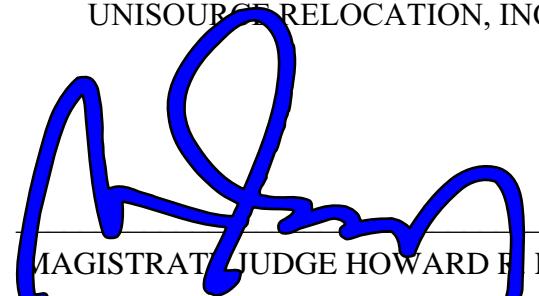
Attorney for Defendant and

Counterclaimant,

UNISOURCE RELOCATION, INC.

IT IS SO ORDERED.

Dated: February 27 __, 2007


MAGISTRATE JUDGE HOWARD F. LLOYD

1 EXHIBIT A

2 AGREEMENT TO BE BOUND BY TERMS OF THE PROTECTIVE ORDER

3 I, _____, state:

4 I reside at: _____.

5 I have read the Protective Order dated _____, 2006 ("the Order")
6 and have been engaged as a _____ on behalf of _____
7 _____ in preparation and conduct of the litigation entitled
8 Unisource Solutions, Inc. v. Unisource Relocation, inc., Civil Action No. CV06-06607 JF, in the
9 United States District Court for the Northern District of California.

10 I am fully familiar with and agree to comply with and be bound by the provisions of the
11 Order. I understand that I am to retain all copies of any documents or things designated as
12 CONFIDENTIAL or HIGHLY CONFIDENTIAL in a secure manner, and that all copies are to
13 remain in my personal custody until I have completed my assigned duties, whereupon the copies
14 and any writings prepared by me containing any information designated as CONFIDENTIAL or
15 HIGHLY CONFIDENTIAL are to be returned to counsel who provided me with such material.

16 I will not divulge to persons other than those specifically authorized by the Order, and
17 will not copy or use except solely for the purpose of this action, any information obtained
18 pursuant to the Order, except as provided in the Order. I also agree to notify any stenographic or
19 clerical personnel who are required to assist me of the terms of the Order.

20 I understand that by signing this Agreement, I agree to submit to the personal jurisdiction
21 of the U.S. District Court for the Northern District of California for the purpose of this action.

22 I state under penalty of perjury under the laws of the United States of America that the
23 foregoing is true and correct.

24 Executed on _____, 200___.
25 _____
26 _____
27 _____
28 _____